

EXHIBIT 2

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB

JVIS-USA, LLC, a Michigan limited liability
company,

Plaintiff,

Hon. KATHRYN VIVIANO

Case No. 21- 001133 CB

v.

NXP SEMICONDUCTORS USA, INC., a
Delaware corporation; AVNET, INC., a New York
corporation; and FUTABA CORPORATION OF
AMERICA, an Illinois corporation,

There is no other civil action arising out of the same
Transaction or occurrence as alleged in the Complaint
pending in this court, nor has any such action been previously
filed and dismissed after having been assigned to a Judge.

Defendants.

/s/ David B. Viar

David B. Viar (P43479)

David B. Viar (P43479)
Martha J. Olijnyk (P60191)
Attorneys for Plaintiff
THE MILLER LAW FIRM, P.C.
950 W. University Dr., Ste. 300
Rochester, MI 48307
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This case qualifies for assignment to the Business Court pursuant to MCR 2.112(O)(1)

**VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF, SPECIFIC PERFORMANCE,
EQUITABLE RELIEF AND DECLARATORY RELIEF**

Plaintiff JVIS-USA, LLC, by its attorneys, The Miller Law Firm, P.C., and for its
Complaint against NXP Semiconductors USA, Inc., Avnet, Inc., and Futaba Corporation of
America, states as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff JVIS-USA, LLC (“JVIS”) is a Michigan limited liability company with its
headquarters located in Shelby Township, Michigan and a production and assembly plant in

Clinton Township, Michigan.

2. Defendant NXP Semiconductors USA, Inc. (“NXP”), is a Delaware corporation with a location in Novi, Michigan and with a resident agent located in East Lansing, Michigan.

3. Defendant Avnet, Inc. (“Avnet”) is a New York corporation with a location in Novi, Michigan and with a resident agent located in Plymouth, Michigan.

4. Defendant Futaba Corporation of America (“Futaba”) is an Illinois corporation with a resident agent located in Plymouth, Michigan.

5. General and limited personal jurisdiction over Defendants exists in Michigan under MCL § 600.711 and § 600.715 because Defendants entered into agreements with Plaintiff in Michigan. In addition, Defendants carry on a continuous and systematic part of their general business in Michigan.

6. Further, Futaba has agreed to jurisdiction in this Court, pursuant to the terms and conditions governing the JVIS-Futaba contract at issue.

7. Subject matter jurisdiction is proper in this Court pursuant to MCL § 600.605 because (a) the amount in controversy, exclusive of interest, costs and attorneys’ fees, exceeds \$25,000; and (b) Plaintiff seeks equitable relief.

8. Venue is proper in this County as the contract at issue provides that venue is proper in this County, the agreements were negotiated and entered into in this County, tortious injury has been suffered by Plaintiff in this County, and Defendants conduct business in this County, including the events and/or transactions at issue in this case.

GENERAL ALLEGATIONS

9. JVIS is an automotive supplier that manufactures and assembles automotive components for Tier One suppliers and Original Equipment Manufacturers (“OEMs”). Pertaining

to the components at issue here, JVIS has an agreement to supply Stellantis, NV, f/k/a FCA US, LLC (“FCA”) the integrated center stack for use in two vehicle series, the “W-Series,” which includes the Jeep Grand Cherokee and the “L-Series,” which includes the Dodge Challenger, Dodge Charger, and Chrysler 300 (collectively, the “Vehicles”).

10. JVIS purchases printed circuit board assemblies (“Boards”) from Futaba, which are incorporated into the integrated center stacks for the W Series and L Series vehicles in order to control the vehicle heat, ventilation, air conditioning, and radio.

11. JVIS and Futaba are parties to a written purchase order contract for JVIS’s purchase of the Boards. (Exhibit 1, Purchase Order 6672 (confidential pricing redacted)) The contract is governed by the JVIS Terms and Conditions of Purchase which are included in the purchase order document. (*Id.*)

12. JVIS ships the integrated center stacks to Mayco International, LLC (“Mayco”) for integration into Mayco’s instrument panel (dashboard) for the Vehicles at its Sterling Heights, Michigan, plant. After incorporating the integrated center stacks, Mayco ships the instrument panels to FCA’s assembly plants in Detroit, Michigan (W-Series) and Brampton, Ontario (L-Series).

13. Futaba purchases microprocessors from NXP, through its distributor, Avnet, which Futaba incorporates into the Boards that it supplies to JVIS.

14. Futaba purchases two-part numbers from Avnet and NXP, one that is incorporated into the W-Series vehicles and a different part number that is incorporated into the L-Series vehicles.

15. Futaba, Avnet, and NXP have advised JVIS that NXP will not be supplying Avnet and Futaba with microprocessors in the quantities that Futaba has ordered in order to supply JVIS,

based on JVIS's orders to Futaba. JVIS has attempted to work with Defendants in an effort to secure the required supply. JVIS has even offered solutions such as suggesting that NXP produce no L-Series parts for a period of time and instead use its production capacity to produce W-Series parts, since JVIS is in a better position to eke out supply as to L-Series than W-Series. Indeed, FCA recently announced that, due to shortages related to other suppliers, it is closing its Brampton, Ontario plant for three weeks such that JVIS will not need L-Series parts in the near term. NXP has not agreed to switch production from L-Series parts to W-Series parts.

16. Currently, JVIS's Board orders to Futaba require the use of approximately 70,000 of NXP's W-Series microprocessors for use in the second quarter of 2021. On or about February 23, 2021, NXP and Avnet promised and agreed with JVIS that they would supply 42,000 W-Series microprocessors and 21,000 L-Series microprocessors for use in the Boards. NXP and Avnet shared an electronic list of the part numbers it would supply with a detailed listing of the quantities of parts to be delivered each week. This list was not provided to JVIS other than in a view only format on a computer screen, but JVIS was able to take a photo of the computer screen capturing these agreed quantities and shipment dates. (Exhibit 2, Photo)

17. Based on the substantial shortfall, JVIS exercise its legal rights under the Uniform Commercial Code and demanded adequate assurances of performance from Defendants on March 16, 2021. (Exhibit 3, JVIS March 16, 2021 Letter) Defendants each responded but did not provide the requested assurances. Ten days after Plaintiff's demand for assurances, on March 26, 2021, NXP reduced the amount of W-Series microprocessors earmarked for JVIS from 42,000 to 27,000 and increased the L-Series quantity from 21,000 to 24,000, despite that JVIS had requested less L-Series microprocessors in favor of more W-Series microprocessors. Based on the current

information, JVIS's assembly operations will shut down for lack of Boards on April 19, 2021 and FCA's operations will shut down within approximately the first 10 days of May, 2021.

18. NXP and Avnet have knowledge of JVIS's contract with Futaba and are aware of Futaba's obligation to supply JVIS with its requirements of Boards under that contract.

19. Futaba, as Seller, agreed to timely deliver the required quantities of Boards to JVIS so that JVIS, as Buyer, could meet its ongoing obligations to FCA. Futaba agreed to the following, among other things:

- a. Under **Section 1 relating to the Orders**, the "Buyer's order for the purchase of any goods or services (the "Items") shall be expressly limited to the written purchase order issued by Buyer and the standard terms and conditions set forth herein," and that "any additional or different terms proposed by Seller are rejected unless specifically agreed to by Buyer in writing."
 - b. Under **Section 3 relating to Deliveries**, Futaba acknowledges that "time is of the essence" and that it is responsible for shipment to JVIS' facility;
 - c. Under **Section 7 relating to Production Orders**, if the purchase order is designated a blanket parts order, and if no quantity is specified, the "order is for all of Buyer's requirements of the Items while the order is in effect and Seller shall have the capacity to meet the peak volume demands of Buyer," and that unless otherwise stated, "blanket parts orders are for the life of the program subject to the life of the program ..." (Exhibit 1.)
20. The Purchase Order is a blanket order for JVIS's requirements of the parts.

21. Futaba is the sole supplier of the Boards approved for use in the Vehicles and JVIS relies upon continued shipment of the Boards in order to fulfill its supply obligations to FCA. The automotive industry operates on a "just-in-time" delivery basis. This means automobile components are delivered only as required by current production of the OEM customers, and often either on the same day or just hours before the products are to be incorporated into an automobile.

22. Because the automotive manufacturing process uses just-in-time manufacturing, an inventory shortage of any components will result in a break in the supply chain. If Futaba does

not supply the Boards at issue on time and in the amounts required and ordered by JVIS, then JVIS will be unable to assemble the center portion of the instrument panel and its assembly operations will be shut down. In turn, without JVIS's integrated center stacks, Mayco will be unable to assemble complete instrument panels for FCA and Mayco's assembly operations will shut down. Without instrument panels, FCA will be forced to shut down its assembly operations. Without being able to complete its vehicles, which will have a further cascading effect on an already beleaguered supply base, halting operations for suppliers that provide other parts for the Vehicles which cannot be fully assembled without the instrument panels.

23. Based on the just-in-time delivery system, JVIS and other suppliers in the chain do not have inventories of the components and if Futaba fails to supply JVIS will be forced to shut down its production facilities just a day or few days thereafter. No other source is available for the Boards on an off the shelf basis as the Boards are unique.

24. If Defendants fail to provide the agreed-upon microprocessors, they will cause irreparable harm to Plaintiff because it will cause an interruption in production at their plants, at Mayco and at FCA, shutting down operations at those plants and other suppliers in the industry as well, affecting dozens of companies and thousands of workers. FCA is one of Plaintiff's most important customers and causing a shutdown at FCA will cause irreparable harm to JVIS's reputation and relationships with FCA.

COUNT I - INJUNCTIVE RELIEF (NXP, Futaba, Avnet)

25. Plaintiff incorporates by reference all preceding paragraphs.

26. Defendants have breached or anticipatorily breached the Parties' agreements and promises by stating that they will no longer provide the specified parts at the required quantities.

27. As a direct and proximate result of Defendants' breaches, Plaintiff will be greatly damaged without a continual supply of parts according to the Parties' agreements and promises

28. Plaintiff will be unable to timely supply products to Mayco and FCA if Defendants do not provide the specified parts in the quantities required and ordered on a timely basis as required under the Parties' agreements and promises.

29. Plaintiff cannot re-source supply from a substitute source in less than the time it will take for Plaintiff to suffer irreparable harm when production lines are shut down. When JVIS's production halts, workers will be adversely affected not only at Plaintiff's plant but also at Mayco and FCA's plants. This will also have a ripple effect on the suppliers of other parts to the OEMs when shutdown occurs.

30. In addition, Plaintiff will suffer damages to its relationship with FCA and the goodwill Plaintiff has worked hard to build up with FCA.

31. Defendant's refusal to provide the parts to Plaintiff as required under the Parties' agreements will cause Plaintiff irreparable injury that cannot be remedied at law.

32. WHEREFORE, Plaintiff requests that this Court enter the following orders:

- a. Temporary, preliminary and permanent injunctive relief, under MCR 3.310(B) preventing Defendants from taking any action inconsistent with its agreements and promises with Plaintiff;
- b. Temporary, preliminary and permanent mandatory injunctive relief, under MCR 3.310(B), requiring Defendants to supply Plaintiff pursuant to the parties' agreements with necessary quantities of components to satisfy Plaintiff's requirements for the Vehicles; and

- c. All such other relief as this Court may deem just, equitable or appropriate under the circumstances.

COUNT II – BREACH OF CONTRACT (NXP)

33. Plaintiff incorporates by reference all preceding paragraphs.

34. Plaintiff entered into a valid and enforceable oral agreement with NXP pursuant to which NXP agreed to supply 42,000 W-Series microprocessors and 21,000 L-Series microprocessors to Plaintiff for use in the second quarter of 2021.

35. NXP's notice to Plaintiff that it will not supply the components under its oral contract with Plaintiff constitutes a repudiation and breach of the parties' contracts, damaging to Plaintiff.

36. Defendant has breached or anticipatorily breached the Parties' supply agreement by stating that Defendant will no longer provide the specified parts at the required quantities.

37. As a direct and proximate result of Defendant's breaches of contract, Plaintiff will be greatly damaged without a continual supply of parts according to the Parties' agreements.

38. WHEREFORE, Plaintiff requests that this Court enter the following orders:

- a. Temporary, preliminary and permanent injunctive relief, under MCR 3.310(B) preventing NXP from taking any action inconsistent with its agreement with Plaintiff;
- b. Temporary, preliminary and permanent mandatory injunctive relief, under MCR 3.310(B), requiring NXP to supply Plaintiff pursuant to the parties' agreements with necessary quantities of components to satisfy Plaintiff's requirements for the Vehicles;

- c. Such monetary damages in excess of \$25,000 as this court shall find just, equitable, or appropriate;
- d. An award of legal fees and other costs; and
- e. All such other relief as this Court may deem just, equitable or appropriate under the circumstances.

COUNT III – SPECIFIC PERFORMANCE (NXP, Futaba, Avnet)

39. Plaintiff incorporates by reference all preceding paragraphs.

40. If Defendants do not adequately perform their obligations under their contracts with Plaintiff, Plaintiff will have no adequate remedy at law for the harm caused by such breach.

41. Under MCL § 440.2716 (Section 2716 of Michigan’s Uniform Commercial Code), Plaintiff is entitled to Specific Performance. Section 2716 state, in pertinent part, that “specific performance may be decreed where the goods are unique or in other proper circumstances.” The components at issue are unique. Further, proper circumstances exist because Plaintiff will not be able to obtain an alternative source of supply in sufficient time to avoid irreparable harm and will suffer dire consequences as noted above.

42. Accordingly, Plaintiff requests that this Court order Defendants to continue to produce and supply components to Plaintiff pursuant to their agreements with Plaintiff.

43. WHEREFORE, Plaintiff requests that this Court enter the following orders:

- a. Temporary, preliminary and permanent injunctive relief, under MCR 3.310(B) preventing Defendants from taking any action inconsistent with their agreements with Plaintiff;
- b. Temporary, preliminary and permanent mandatory injunctive relief, under MCR 3.310(B), requiring Defendants to supply Plaintiff pursuant to the parties’

agreements with necessary quantities of components to satisfy Plaintiff's requirements for the Vehicles;

- c. Such monetary damages in excess of \$25,000 as this court shall find just, equitable, or appropriate;
- d. An award of legal fees and other costs; and
- e. All such other relief as this Court may deem just, equitable or appropriate under the circumstances.

COUNT IV – TORTIOUS INTERFERENCE WITH CONTRACT (NXP and Avnet)

44. Plaintiff incorporates by reference all preceding paragraphs.

45. Plaintiff has an existing contractual agreement with Futaba. (Exhibit 1)

46. NXP and Avnet have knowledge of Plaintiff's contract with Futaba.

47. NXP and Avnet induced Futaba to breach the Agreement by refusing to supply Futaba with the necessary parts ordered by Futaba and failing to allocate requisite production capacity and parts for Futaba.

48. Each failure by Futaba to meet the quantities required on the ship dates specified by Plaintiff constitutes a separate and distinct act of interference on the part of Defendants.

49. NXP and Avnet engaged in multiple independent acts of interference including but not limited those listed above.

50. NXP and Avnet's actions were intentional, were taken with malice, or were unjustified in law in order to invade the contractual rights of Plaintiff.

51. NXP and Avnet were unjustified in their instigation of the breach of contract by Futaba.

52. As a direct result of NXP and Avnet's interference with contract, Plaintiff has been harmed.

53. WHEREFORE, Plaintiff requests that this Court enter the following orders:

- a. Temporary, preliminary and permanent injunctive relief, under MCR 3.310(B) preventing Futaba from taking any action inconsistent with its supply obligations to Plaintiff;
- b. Temporary, preliminary and permanent mandatory injunctive relief, under MCR 3.310(B), requiring Futaba to supply Plaintiff pursuant to the parties' agreements with necessary quantities of components to satisfy Plaintiff's requirements for the Vehicles;
- c. Such monetary damages in excess of \$25,000 as this court shall find just, equitable, or appropriate;
- d. An award of legal fees and other costs; and
- e. All such other relief as this Court may deem just, equitable or appropriate under the circumstances.

COUNT V - ANTICIPATORY REPUDIATION OF CONTRACT (Futaba)

54. Plaintiff incorporates by reference all preceding paragraphs.

55. Plaintiff and Futaba entered into a valid and enforceable agreement whereby, among other things, Futaba agreed to supply Boards to Plaintiff. (Exhibit 1)

56. Futaba has threatened to stop performing, in violation of the Terms and Conditions of its contract with Plaintiff.

57. The loss of Futaba's performance under the contract with Plaintiff will substantially impair the value of the contract to Plaintiff.

58. Futaba has anticipatorily repudiated its contract with Plaintiff by stating that it will not supply Plaintiff with the required number of parts on time.

59. As a result of Defendant's anticipatory repudiation, Plaintiff will be greatly damaged without a continual supply of parts according to the Parties' agreement.

60. Plaintiff must rely exclusively on Defendant for the underlying parts and cannot go elsewhere for these parts, at least within a timeframe in which Plaintiff would be able to continue to fulfill its contractual obligations to FCA. Accordingly, a stoppage in the supply of these parts will eventually lead to damages to OEM plants as well.

61. As a result of Futaba's anticipatory repudiation, Plaintiff is entitled to injunctive relief and an order of specific performance of the contract because the components are products that cannot be readily obtained from anyone else.

62. WHEREFORE, Plaintiff requests that this Court enter the following orders:

- a. Temporary, preliminary and permanent injunctive relief, under MCR 3.310(B) preventing Futaba from taking any action inconsistent with its supply obligations to Plaintiff;
- b. Temporary, preliminary and permanent mandatory injunctive relief, under MCR 3.310(B), requiring Futaba to supply Plaintiff pursuant to the parties' agreements with necessary quantities of components to satisfy Plaintiff's requirements for the Vehicles;
- c. Such monetary damages in excess of \$25,000 as this court shall find just, equitable, or appropriate;
- d. An award of legal fees and other costs; and

- e. All such other relief as this Court may deem just, equitable or appropriate under the circumstances.

COUNT VI – BREACH OF CONTRACT (Futaba)

63. Plaintiff incorporates by reference all preceding paragraphs.

64. Plaintiff and Futaba entered into a valid and enforceable agreement whereby, among other things, Futaba agreed to supply Boards to Plaintiff. (Exhibit 1)

65. Defendant has breached or anticipatorily breached the Parties' supply agreement by stating that Defendant will no longer provide the specified parts at the required quantities.

66. As a direct and proximate result of Defendant's breaches of contract, Plaintiff will be greatly damaged without a continual supply of parts according to the Parties' agreements.

67. WHEREFORE, Plaintiff requests that this Court enter the following orders:

- a. Temporary, preliminary and permanent injunctive relief, under MCR 3.310(B) preventing Futaba from taking any action inconsistent with its supply obligations to Plaintiff;
- b. Temporary, preliminary and permanent mandatory injunctive relief, under MCR 3.310(B), requiring Futaba to supply Plaintiff pursuant to the parties' agreements with necessary quantities of components to satisfy Plaintiff's requirements for the Vehicles;
- c. Such monetary damages in excess of \$25,000 as this court shall find just, equitable, or appropriate;
- d. An award of legal fees and other costs; and
- e. All such other relief as this Court may deem just, equitable or appropriate under the circumstances.

COUNT VII – BREACH OF CONTRACT (Avnet)

68. Plaintiff incorporates by reference all preceding paragraphs.

69. Plaintiff entered into a valid and enforceable oral agreement with Avnet pursuant to which Avnet agreed to supply 42,000 W-Series microprocessors and 21,000 L-Series microprocessors to Plaintiff for use in the second quarter of 2021.

70. Avnet's notice to Plaintiff that it will not supply the components under its oral contract with Plaintiff constitutes a repudiation and breach of the parties' contracts, damaging to Plaintiff.

71. Defendant has breached or anticipatorily breached the Parties' supply agreement by stating that Defendant will no longer provide the specified parts at the required quantities.

72. As a direct and proximate result of Defendant's breaches of contract, Plaintiff will be greatly damaged without a continual supply of parts according to the Parties' agreements.

73. WHEREFORE, Plaintiff requests that this Court enter the following orders:

- a. Temporary, preliminary and permanent injunctive relief, under MCR 3.310(B) preventing Avnet from taking any action inconsistent with its agreement with Plaintiff;
- b. Temporary, preliminary and permanent mandatory injunctive relief, under MCR 3.310(B), requiring Avnet to supply Plaintiff pursuant to the parties' agreements with necessary quantities of components to satisfy Plaintiff's requirements for the Vehicles;
- c. An award of legal fees and other costs; and
- d. All such other relief as this Court may deem just, equitable or appropriate under the circumstances.

COUNT VIII – DECLARATORY JUDGMENT (NXP, Futaba, Avnet)

74. Plaintiff incorporates by reference all preceding paragraphs.

75. Defendants advised Plaintiff that Defendant they intend to cease supplying Plaintiff with the promised and agreed parts on time.

76. According to the Parties' agreements, Defendant does not have the right to unilaterally change the terms of the agreements or promises, including the quantities and shipment dates.

77. This Court has the power under MCR 2.605 to adjudicate this issue and enter a judgment declaring the respective rights of the Parties.

78. It is necessary for the Court to adjudicate these rights in order to guide the Parties' future conduct in this matter.

79. WHEREFORE, Plaintiff request that this court enter a judgment in its favor declaring that Defendants does not have the right to change the terms of the agreements or promises, including the quantities and shipment dates, and all other relief as this Court may deem just, equitable, or appropriate under the circumstances.

Respectfully submitted,

THE MILLER LAW FIRM, P.C.
Attorneys for Plaintiff

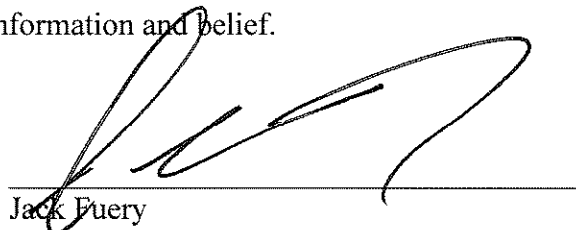
/s/ David B. Viar
David B. Viar (P43479)
Martha J. Olijnyk (P60191)
950 W. University Dr., Ste. 300
Rochester, MI 48307
(248) 841-2200

Dated: March 31, 2021

VERIFICATION

State of Michigan }
 }
County of Macomb }

I, Jack Fuery hereby certify that I am employed by JVIS-USA, LLC ("Plaintiff") as Vice President of Operations. I am authorized to verify the foregoing Verified Complaint on behalf of Plaintiff, and do so based upon personal knowledge, Plaintiff's records, and/or matters made known to me. I, therefore, verify that the facts stated in the foregoing Verified Complaint are true and correct to the best of my personal knowledge, information and belief.



Jack Fuery

Subscribed to and sworn before me
on this 31 day of March, 2021

Notary Public

DARIUS J. PREISLER
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Dec 12, 2024
ACTING IN COUNTY OF Macomb

EXHIBIT 1

**JVIS USA**

P.O. Box 530
Mt. Clemens, MI 48046
PH: 586-884-5832

PURCHASE ORDER

REVISION # 21
SPOT ORDER
BLANKET ORDER ☒

PURCHASE ORDER NO

6672

S U P P L I E R				S H I P - T O			
2117 FUTABA CORPORATION OF AMERICA 3056 MOMENTUM PLACE CHICAGO, IL 60689-5330 60689-5330				0683 JVIS USA LLC 52048 Shelby Parkway Shelby Township, MI 48315 48315			
TERMS NET 45 DAYS		F.O.B. SHIPPING POINT		SHIP VIA BEST WAY			
DATE ORDERED 1/01/19	DATE REQUIRED Per Schedule	TAXABLE <input type="checkbox"/>	NON-TAXABLE <input checked="" type="checkbox"/>	FREIGHT CHARGES PREPAID <input checked="" type="checkbox"/> COLLECT <input type="checkbox"/> INVOICE <input type="checkbox"/>			

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
5	X40017300XX	PCB SPORT	.00	EA		EA	
13	X40016600XX	PCB ODD 3 BUTTON	.00	EA		EA	
14	X99040000XX	3 button ATC ECR 092215-0002 X99040000XX	.00	EA		EA	
15	X99041000XX	4 button ATC ECR 092215-0002 X99041000XX	.00	EA		EA	
16	X99042000XX	4 button ATC ECR 092215-0002 X99042000XX	.00	EA		EA	
17	X99043000XX	1 button nonATC ECR 092215-0002 X99043000XX	.00	EA		EA	
18	X99044000XX	2 button nonATC ECR 092215-0002 X99044000XX	.00	EA		EA	
19	X99045000XX	2 button ATC	.00	EA		EA	

INSTRUCTIONS/REMARKSTAX

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**JVIS USA**
 LLC Mt. Clemens, MI 48046
 PH: 586-884-5832

PURCHASE ORDER

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 SPOT ORDER
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PURCHASE ORDER NO

6672

S U P P L I E R				S H I P - T O			
2117 FUTABA CORPORATION OF AMERICA 3056 MOMENTUM PLACE CHICAGO, IL 60689-5330				0683 JVIS USA LLC 52048 Shelby Parkway Shelby Township, MI 48315			
60689-5330				48315			
TERMS		F.O.B.		SHIP VIA			
NET 45 DAYS		SHIPPING POINT		BEST WAY			
DATE ORDERED	DATE REQUIRED	TAXABLE	NON-TAXABLE	PREPAID	FREIGHT CHARGES	COLLECT	INVOICE
1/01/19	Per Schedule	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		ECR 092215-0002 X99045000XX					
20	X99046000XX	3 button ATC ECR 092215-0002 X99046000XX	.00	EA		EA	
21	X99047000XX	4 button ATC ECR 092215-0002 X99047000XX	.00	EA		EA	
22	X99048000XX	4 button ATC ECR 092215-0002 X99048000XX	.00	EA		EA	
35	X40021301XX	PCB 5" 4 BUTTON 2018 WK/WD ICS	.00	EA		EA	
36	X40020901XX	PCB 5" 5 BUTTON 2018 WK/WD ICS	.00	EA		EA	
37	X99144001XX	18 WK 8.4 3 BUTTON AMBER PCB	.00	EA		EA	
38	X40021401XX	PCB 8.4" 4 BUTTON	.00	EA		EA	

INSTRUCTIONS/REMARKSTAX

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**JVIS USA**

P.O. Box 530
 LLC Mt. Clemens, MI 48046
 PH: 586-884-5832

PURCHASE ORDER

REVISION # 21
 SPOT ORDER ☐
 BLANKET ORDER ☒

PURCHASE ORDER NO

6672

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2117 FUTABA CORPORATION OF AMERICA 3056 MOMENTUM PLACE CHICAGO, IL 60689-5330 60689-5330				0683 JVIS USA LLC 52048 Shelby Parkway Shelby Township, MI 48315 48315			
TERMS		F.O.B.		SHIP VIA			
NET 45 DAYS		SHIPPING POINT		BEST WAY			
DATE ORDERED	DATE REQUIRED	TAXABLE	NON-TAXABLE	PREPAID	FREIGHT CHARGES	COLLECT	INVOICE
1/01/19	Per Schedule	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
39	X40021101XX	2016 WK/WD ICS PCB 8.4" 5 BUTTON 2018 WK/WD ICS	.00	EA		EA	
40	X40020602XX	PCB 8.4" 5 BUTTON SRT NAFTA ALL BLUE & AMBER ESC	.00	EA		EA	
41	X40020802XX	PCB 8.4" 5 BUTTON SRT BUX ALL BLUE & AMBER FRT & REAR DEFROST & ESC	.00	EA		EA	
42	X40021701XX	PCB 8.4" 6 BUTTON 2018 WK/WD ICS	.00	EA		EA	
43	X40021501XX	PCB 8.4" 7 BUTTON 2018 WK ICS	.00	EA		EA	
47	X99186000XX	PCB 5" 6 BUTTON 2018 WD ICS AMBER X99186000XX	.00	EA		EA	
48	X99192000XX	18 WK BUX 8.4" 4 BUTTON SRT ECR 030617-0001 X99192000XX	.00	EA		EA	

INSTRUCTIONS/REMARKSTAX

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**JVIS USA** LLC

P.O. Box 530
Mt. Clemens, MI 48046
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PURCHASE ORDER

REVISION #
SPOT ORDER
BLANKET ORDER ☒

PURCHASE ORDER NO
6672

S U P P L I E R				S H I P - T O			
Z117 FUTABA CORPORATION OF AMERICA 3056 MOMENTUM PLACE CHICAGO, IL 60689-5330 60689-5330				0683 JVIS USA LLC 52048 Shelby Parkway Shelby Township, MI 48315 48315			
TERMS		F.O.B.		SHIP VIA			
NET 45 DAYS		SHIPPING POINT		BEST WAY			
DATE ORDERED	DATE REQUIRED	TAXABLE	NON-TAXABLE	FREIGHT CHARGES			
1/01/19	Per Schedule	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PREPAID <input checked="" type="checkbox"/>	COLLECT <input type="checkbox"/>	INVOICE <input type="checkbox"/>	

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
49	X40014000XX	PCB 8" 3 BUTTON 2015 WD ICS SERVICE X40014000XX	.00	EA		EA	
50	X40013900XX	PCB 8" 2 BUTTON 2015 WD ICS SERVICE X40013900XX	.00	EA		EA	
51	X40013700XX	PCB 5" 2 BUTTON 2015 WD ICS SERVICE X40013700XX	.00	EA		EA	
1. ORDER: Buyer's order for the purchase of any goods or services (the "Items") shall be expressly limited to the written purchase order issued by Buyer and the standard terms and conditions set forth herein. Any additional or different terms proposed by Seller are rejected unless specifically agreed to by Buyer in writing. Seller may accept the order by either: (i) written acknowledgement sent to Buyer or (ii) Seller's supply of the Items and Buyer's acceptance of the Items shall also give rise to an agreement on the terms and conditions stated herein. Buyer may modify these standard terms and conditions by posting the revised terms and conditions on Buyer's website or by sending directly to Seller 2. PRICES: Unless otherwise agreed in writing, prices shall be as stated							

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P.O. Box 530
Mt. Clemens, MI 48046
PH: 586-884-5832

PURCHASE ORDER

REVISION # 21
SPOT ORDER
BLANKET ORDER ☒

PURCHASE ORDER NO
6672

S U P P L I E R				S H I P - T O			
2117 FUTABA CORPORATION OF AMERICA 3056 MOMENTUM PLACE CHICAGO, IL 60689-5330				0683 JVIS USA LLC 52048 Shelby Parkway Shelby Township, MI 48315			
60689-5330				48315			
TERMS		F.O.B.		SHIP VIA			
NET 45 DAYS		SHIPPING POINT		BEST WAY			
DATE ORDERED	DATE REQUIRED	TAXABLE	NON-TAXABLE	FREIGHT CHARGES			
1/01/19	Per Schedule	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PREPAID <input checked="" type="checkbox"/>	COLLECT <input type="checkbox"/>	INVOICE <input type="checkbox"/>	

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		<p>in Buyer's purchase order. The prices stated on the face of the purchase order include, and Seller therefore assumes and agrees to pay, any and all federal, state and/or local taxes applicable to the manufacture, transportation and sale of the Items by Seller to Buyer. The prices also include the packaging and crating and transportation charges to Buyer's facility. No charges will be allowed for transportation, packaging, packing or containers unless specifically stated.</p> <p>Seller represents that the prices charged for the Items covered by the order are the lowest prices charged by Seller to buyers of the same class as Buyer under conditions similar to those specified in the order and that prices comply with applicable government regulations in effect at the time of quotation, sale, and delivery. Seller agrees that any price reduction made in the Items covered by the order subsequent to its placement but prior to payment will be applicable to Buyer's order. Buyer shall have the right to perform financial audits of Seller's books and records to verify the cost and pricing of the Items.</p> <p>Buyer reserves the right to market test any Item being supplied and terminate for cause under Section 6 if Seller is not cost competitive. Service parts will be produced for at least ten years after the end of a program at the last production price.</p> <p>3. DELIVERY: Time is of the essence. Buyer may refuse to accept all or any part of Items which are not received by the time specified, or if no delivery date is fixed, within a reasonable time.</p> <p>Seller shall be responsible for shipment to Buyer's facility, unless otherwise agreed in writing. A packing list shall accompany each shipment.</p>					

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TERMS NET 45 DAYS		F.O.B. SHIPPING POINT		SHIP VIA BEST WAY			
DATE ORDERED 1/01/19	DATE REQUIRED Per Schedule	TAXABLE <input type="checkbox"/>	NON-TAXABLE <input checked="" type="checkbox"/>	FREIGHT CHARGES PREPAID <input checked="" type="checkbox"/> COLLECT <input type="checkbox"/> INVOICE <input type="checkbox"/>			

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		<p>Seller shall send Buyer an original invoice and one duplicate with bill of lading inserted for each shipment. Invoices shall bear a number corresponding to Buyer's purchase order number. Invoices must be received by the Buyer not later than the time the Items ordered arrive at Buyer's facility.</p> <p>All shipments must be packaged and must conform with Buyer's packaging approval so as to permit efficient handling and to provide protection in shipment, and if tendered to a common carrier for delivery, must also conform to the packaging requirements applicable to such carrier. Damage to any articles resulting from improper packaging will be charged to Seller.</p> <p>Weekend, holiday and after hours deliveries may be required by Buyer based on production demands of its customer. Seller will be liable for expedited delivery expense if delivery is not timely made by normal means.</p> <p>4. WARRANTIES: Seller warrants: (i) that the Items conform in all respects with the description, standards and specifications furnished or specified by Buyer and also with any catalogue, manual, or brochure of the Seller; (ii) the Items conform in all respects to any models, samples, drawings or other description presented to Buyer by Seller in connection with such Items, or submitted by Buyer to Seller in connection with such Items; (iii) that the Items are merchantable, fit for the purposes for which such Items are intended, free from defects of workmanship and materials; (iv) that Seller has good title to such Items and (v) that Seller has and will in the future comply with all applicable federal, state and local laws, rules and regulations. These express warranties shall not</p>					

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2117 FUTABA CORPORATION OF AMERICA 3056 MOMENTUM PLACE CHICAGO, IL 60689-5330				0683 JVIS USA LLC 52048 Shelby Parkway Shelby Township, MI 48315			
60689-5330				48315			
TERMS		F.O.B.		SHIP VIA			
NET 45 DAYS		SHIPPING POINT		BEST WAY			
DATE ORDERED 1/01/19	DATE REQUIRED Per Schedule	TAXABLE <input type="checkbox"/>	NON-TAXABLE <input checked="" type="checkbox"/>	FREIGHT CHARGES PREPAID <input checked="" type="checkbox"/> COLLECT <input type="checkbox"/> INVOICE <input type="checkbox"/>			

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		<p>limit those warranties which are implied by applicable law and Seller may not disclaim such implied warranties.</p> <p>Seller will comply with all requirements set forth in Buyer's Supplier Quality Manual. Seller may access the latest version of the Manual on Buyer's website or request a written copy from Buyer.</p> <p>Seller agrees to comply with any customer requirements that Buyer is subject to which relate to the Items. Seller shall indemnify and defend Buyer for all claims and expenses that are in any way related to issues with the Items provided by Seller including, but not limited to, product liability claims and recalls and costs of sorting, testing and inspection.</p> <p>5. INSPECTION: Buyer shall have the right to inspect and test all Items, including supplies, special tooling, materials and workmanship to the extent practicable at all times and places, including during the period of manufacture. Seller shall also provide and maintain an adequate inspection system. If any Items delivered or services rendered hereunder are defective in material or workmanship (or otherwise not in conformity with the requirements of the order),</p> <p>Buyer shall have the right, notwithstanding payment or any prior inspection or test, either to reject and/or revoke acceptance and return said Items to require its correction and/or or recover damages in accordance with applicable law including Article 2 of the Uniform Commercial Code. Any work which is required shall be corrected by and at the expense of Seller promptly after notice. Property which is rejected or required to be corrected shall be removed (if permitted or required by Buyer) or corrected in place, by and at the expense of Seller promptly after</p>					

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TERMS NET 45 DAYS		F.O.B. SHIPPING POINT		SHIP VIA BEST WAY			
DATE ORDERED 1/01/19	DATE REQUIRED Per Schedule	TAXABLE <input type="checkbox"/>	NON-TAXABLE <input checked="" type="checkbox"/>	FREIGHT CHARGES PREPAID <input checked="" type="checkbox"/> COLLECT <input type="checkbox"/> INVOICE <input type="checkbox"/>			

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		<p>notice. If the Seller fails promptly to remove such property which is requested to be removed or promptly to replace or correct such property if correction or replacement is requested, Buyer shall have the right to (i) replace or correct such Item and charge to Seller the increased cost occasioned by Buyer thereby, or (ii) effect a termination for cause. Seller assumes the risk of damage to or loss of and all handling and transportation costs for defective property delivered hereunder. Buyer's inspection, discovery of any breach of warranty, failure to make an inspection or failure to discover any breach of warranty shall not waive any of Buyer's rights or remedies with respect to any breach of warranty by Seller whatsoever.</p> <p>Acceptance shall not remove or divert Buyer's rights or diminish Seller's responsibility for latent defects. Buyer shall have the right to debit any charges against amounts owed by Buyer to Seller. Any defective Items which are not sold to Buyer or are returned to Seller shall only be disposed of as scrap by Seller for material content.</p> <p>6. TERMINATION: (a) Buyer may terminate an order without cause or for any reason whatsoever by written or electronic notice at any time. Buyer's only liability shall be with respect to those Items which are the subject of firm release orders submitted by Buyer and reasonable raw material and work in process expenses which Buyer directly authorized Seller to incur. In no case shall Seller have a claim for any other costs or expenses, including lost profits, overhead, facilities, machinery, equipment or engineering design and development unless a separate written agreement has been entered into covering such items. Seller shall submit its termination</p>					

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TERMS NET 45 DAYS		F.O.B. SHIPPING POINT		SHIP VIA BEST WAY			
DATE ORDERED 1/01/19	DATE REQUIRED Per Schedule	TAXABLE <input type="checkbox"/>	NON-TAXABLE <input checked="" type="checkbox"/>	FREIGHT CHARGES PREPAID <input checked="" type="checkbox"/> COLLECT <input type="checkbox"/> INVOICE <input type="checkbox"/>			

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		<p>claims within thirty (30) days after the notice of termination is given. The provisions contained in this section shall not limit or affect Buyer's right to terminate the order for cause.</p> <p>b) Buyer may terminate the order for cause if Seller fails to meet the quality and delivery requirements of Buyer, or otherwise fails to observe or comply with any of the other instructions, terms, conditions or warranties applicable to the order or fails to make progress so as to endanger performance of the order or in the event of any proceedings by or against Seller in bankruptcy or insolvency or proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors.</p> <p>. In such event, Buyer may, in addition to any other right or remedy provided by the order or by law, terminate all or any part of the order by written or electronic notice to Seller without any liability of Buyer to Seller on account thereof.</p> <p>Buyer may require a financial statement from Seller at any time during the term of the order for the purpose of determining Seller's financial responsibility and failure to provide will be cause for termination.</p> <p>7. PRODUCTION ORDER: If the order is designated a blanket parts order, it shall only be binding upon Buyer for Items designated to Seller in firm release orders to be submitted from time to time in the future. If no quantity is stated, the order is for all of Buyer's requirements of the Items while the order is in effect and Seller shall have the capacity to meet the peak volume demands of Buyer.</p> <p>Estimated volumes may be provided by Buyer for production programs, although Buyer does not commit to purchase the estimated quantity</p>					

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60689-5330				48315			
TERMS		F.O.B.		SHIP VIA			
NET 45 DAYS		SHIPPING POINT		BEST WAY			
DATE ORDERED 1/01/19	DATE REQUIRED Per Schedule	TAXABLE <input type="checkbox"/>	NON-TAXABLE <input checked="" type="checkbox"/>	FREIGHT CHARGES PREPAID <input checked="" type="checkbox"/> COLLECT <input type="checkbox"/> INVOICE <input type="checkbox"/>			

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		<p>Unless otherwise stated, blanket parts orders are for the life of the program subject to the provisions of these terms and conditions.</p> <p>8. INFRINGEMENT INDEMNITY: Seller hereby agrees to defend, indemnify and hold Buyer, its successors, assigns, agents, customers, and users of the Items harmless from and against loss, damage or liability including costs and expenses which may be incurred on account of any suit, claim, judgment, or demand involving infringement or alleged infringement of any patents, trademarks, copyrights, trade secrets, licenses or other rights of third parties by the manufacture, use, sale and/or disposition of any Items supplied hereunder.</p> <p>If Buyer is providing specifications, Seller waives any rights it might have pursuant to Section 2-312 of the Uniform Commercial Code.</p> <p>9. ASSIGNMENT: Neither the order nor any rights or obligations created herein may be assigned by Seller nor may Seller subcontract the performance of its duties without Buyer's prior written consent. The terms and conditions of the order shall bind any permitted successors and assigns of Seller. Any consent by Buyer to assignment shall not release Seller from its liability or be deemed to waive Buyer's right to recoupment and/or set off of claims arising out of the order or any other transactions with Seller, its divisions, affiliates or subsidiaries or to settle or adjust matters with Seller without notice to permitted successors and assigns.</p> <p>10. CHANGES: Buyer may at any time, by written notice, make changes in the specifications, designs or drawings, samples or other descriptions to which the Items are to conform, in methods of shipment and packaging, or place of delivery. If any such change causes an increase or decrease in the cost</p>					

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60689-5330				48315			
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ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		<p>of, or the time required for, the performance of any part of the work under the order, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the order modified in writing accordingly. Any claim by Seller for an adjustment must be made in writing immediately upon receipt of any such notice, provided however, that Buyer may in its discretion, receive and act upon any such claim so made at any time prior to final payment under the order. Nothing in this clause shall excuse the Seller from proceeding without delay to perform the order as changed.</p> <p>11. PROPRIETARY RIGHTS: Other than for the performance of Buyer's order, Seller shall not reproduce, use or disclose any data, specifications, designs, drawings, pricing or other information (including customer owned information) belonging to or supplied by or on behalf of Buyer to Seller. All manifestations of the foregoing shall be returned to Buyer upon completion of Seller's obligations and duties. Any information which Seller discloses to Buyer regarding or which is incorporated into the the design, manufacture, sale or use of the Items shall be deemed disclosed as part of consideration paid for the Items and Buyer shall be entitled to reproduce, use and disclose the same under an irrevocable royalty-free license.</p> <p>12. BUYER'S PROPERTY: All property used by Seller in connection with the order which is owned, furnished, charged to or paid for by Buyer or its customer, including but not limited to materials, tools, dies, jigs, molds, patterns, fixtures, equipment, drawings and other technical information, specifications, and any replacement thereof shall be and remain the</p>					

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		<p>property of Buyer subject to removal and inspection by Buyer at any time without cost or expense to Buyer and Buyer shall have free access to Seller's premises for the purpose of inspecting or removing such property. All such property shall be identified and marked as Buyer's property, used only for the order and adequately insured by Seller at its expense for Buyer's protection. Seller shall assume all liability for and maintain and repair such property and return the same to Buyer in its original condition, reasonable wear and tear excepted. Seller agrees not to claim any statutory, equitable or other liens on Buyer's property.</p> <p>13. GENERAL: (a) The rights and remedies provided herein shall be cumulative and shall not be exclusive of but shall be in addition to any any other rights remedies and benefits provided herein or allowed by applicable law. (b) Waiver by Buyer of a breach of any provision shall not be deemed a waiver of future compliance and such provision shall remain in full force and effect. (c) The order and the rights and obligations of the parties hereunder shall be governed by and construed pursuant to the laws of the State of Michigan without giving effect to conflicts of laws principles. The United Nations Convention for the International Sales of Goods shall not apply.</p> <p>(d) If Seller is located in the U.S.A., Seller consents to the exclusive jurisdiction of the federal and state courts in the State of Michigan to hear any dispute arising out of or in connection with the order and consents that any such action may be brought in the Circuit Court for the County of Macomb or the District Court for the 41A Judicial District. If Seller is located outside of the U.S.A., binding arbitration before one</p>					

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1/01/19	Per Schedule	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PREPAID <input checked="" type="checkbox"/>	COLLECT <input type="checkbox"/>	INVOICE <input type="checkbox"/>	

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		<p>arbitrator under the rules of the American Arbitration Association shall be held in the State of Michigan in the English language. (e) The invalidity of any provision shall not invalidate the balance of the invalid provision or any other provision. (f) The order, including the terms and conditions on the face and those set forth herein, contains the complete and final agreement between Buyer and Seller and except as otherwise provided herein, no other proposed terms or agreement in any way modifying such terms and conditions will be binding on Buyer unless made in writing and signed by Buyer's authorized representative. The specific terms of any supply, distribution or other agreement shall control over these standard terms if there is any inconsistency.</p> <p>* WHERE APPLICABLE SUPPLIERS ARE TO MEET AND SUPPORT THE FOLLOWING:</p> <p>A) THE JVIS MFG PURCHASE ORDER NUMBER MUST BE NOTED ON ALL SHIPPING AND INVOICING DOCUMENTATION FOR PROPER PAYMENT. INVOICES ARE TO BE MAILED TO: JVIS MANUFACTURING LLC P.O. BOX 530 MT. CLEMENS, MI 48046</p> <p>B) 100% ON TIME DELIVERY AND A GOAL OF ZERO PPM'S</p> <p>C) THE SUPPLIER MUST BE CERTIFIED TO ONE OF THE FOLLOWING QUALITY SYSTEM STANDARDS: TS16949 OR THE LATEST EDITION OF ISO 9001.</p> <p>D) ALL CONTAINERS MUST HAVE AN APPROVED AIAG LABEL REFERENCING THE JVIS MFG PART NUMBER, PURCHASE ORDER NUMBER, LOT OR BATCH NUMBER,</p>					

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60689-5330				48315			
TERMS		F.O.B.		SHIP VIA			
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ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		<p>QUANTITY AND DESCRIPTION. CONTAINERS WITHOUT CORRECT AIAG LABEL DESCRIPTION. CONTAINERS WITH OUT CORRECT AIAG LABEL WILL BE CONSIDERED NON-CONFORMING.</p> <p>E) ALL NON-CONFORMING PRODUCT MUST BE DISPOSITIONED WITHIN 48 HOURS OF INITIAL NOTIFICATION.</p> <p>F) AT JVIS MFG OPTION PRODUCTS NEEDING TO BE SORTED DUE TO NON-CONFORMANCE WILL BE SORTED BY VENDOR AT THEIR PREMISES. SHOULD SORTING BE REQUIRED BY JVIS MANUFACTURING PERSONAL, A CHARGE OF [REDACTED] PER HOUR WILL BE BE APPLIED.</p> <p>G) LEVEL 3 PPAP APPROVAL IS REQUIRED PRIOR TO SHIPMENT OF PRODUCTION PARTS/ MATERIALS.</p> <p>H) SUPPLIERS ARE REQUIRED TO ADHERE TO THE REQUIREMENTS DETAILED IN THE SUPPLIER QUALITY MANUAL ACCESSIBLE AT WWW.JVISUSALLC.COM.</p> <p>I) WHERE APPLICABLE, A NAFTA CERTIFICATE OF ORIGIN IS TO BE SUBMITTED PRIOR TO THE FIRST SHIPMENT OF PRODUCT AND ANNUALLY THEREAFTER.</p> <p>J) SUPPLIER IS REQUIRED TO SUPPORT SERVICE PARTS REQUIREMENTS FOR 10 YEARS BEYOND PRODUCTION BUILD-OUT AT PRODUCT PIECE PRICE.</p> <p>K) ALL PURCHASED PRODUCT SHALL CONFORM TO THE APPLICABLE REGULATORY REQUIREMENTS INCLUDING BUT NOT LIMITED TO MSDS & IMDS. PRODUCTION SUPPLIERS MUST INCLUDE PROOF OF IMDS DATA SUBMISSION WITH ANY PPAP PACKAGE FOR FULL ACCEPTANCE AND APPROVAL (IMDS#65433)</p> <p>L) JVIS AND ITS CUSTOMERS SHALL BE AFFORDED THE RIGHT TO VERIFY THE SUPPLIER'S PRODUCTS, PROCESSES AND SYSTEMS AT JVIS OR SUPPLIER'S LOCATION(S).</p> <p>M) SHIPMENTS LESS THAN 100 LBS ARE TO SHIP VIA FEDEX GROUND.</p>					

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	*	Revision #1 03/09/2016: Added new part numbers for the LD/LX/LA MY2017					
	REVISION #2 04/21/2016:	PRODUCTIVITY REDUCITON IN LINE WITH SOURCING AGREEMENT FOR 2016 EFFECTIVE APRIL 15, 2016 LINE ITEMS 13 THRU 22					
	REVISION #3 09/14/2016:	PCB'S TRANSFERRED FROM BENTON HARBOR TO JVIS SHELBY DUE TO THE WK/WD ICS LINE MOVE. LINE ITEMS 23 THRU 31 EFFECTIVE OCTOBER 16, 2016 PER CN-60632-J32					
	REVISION #4 09/21/2016:	ADD X40020501XX & X40020701XX TRANSFERRED FROM BH TO JVIS SHELBY DUE TO WK/WD ICS LINE MOVE. LINE ITEMS 32 & 33 EFFECTIVE OCTOBER 16, 2016 PER CN-60632-J32					
	REVISION #5 10/25/2016:	ENCODER REDUCTION IN LINE WITH CUSTOMER AGREEMENT					
	REVISION #6 12/02/2016:	ADD X99144000XX PER ECR #111016-0001 LINE ITEM 34					
	REVISION #7 01/01/2017:	PRODUCTIVITY REDUCTION EFFECTIVE JANUARY 1, 2017					
	REVISION #8 01/05/2017:	PRICE CORRECTION ON PART #X99144000XX - LINE #34					
	REVISION #9 02/28/2017:	REVISE PRICING ON PART #X40017300XX LINE #5					

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REVISION # 21
SPOT ORDER
BLANKET ORDER ☒

PURCHASE ORDER NO
6672

S U P P L I E R				S H I P - T O			
2117 FUTABA CORPORATION OF AMERICA 3056 MOMENTUM PLACE CHICAGO, IL 60689-5330				0683 JVIS USA LLC 52048 Shelby Parkway Shelby Township, MI 48315			
60689-5330				48315			
TERMS		F.O.B.		SHIP VIA			
NET 45 DAYS		SHIPPING POINT		BEST WAY			
DATE ORDERED 1/01/19	DATE REQUIRED Per Schedule	TAXABLE <input type="checkbox"/>	NON-TAXABLE <input checked="" type="checkbox"/>	FREIGHT CHARGES PREPAID <input checked="" type="checkbox"/> COLLECT <input type="checkbox"/> INVOICE <input type="checkbox"/>			

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		TO MATCH THE RFQ					
	REVISION #10 03/13/2017:	PART NUMBER BUMP DUE TO ECN #020117-0001					
		LINE ITEMS 35 - 46					
	REVISION #11 03/23/2017:	NEW PCB ADDED FOR 2018 WD PER ECR #021317-0001					
		LINE 47					
	REVISION #12 03/30/2017:	ADD 2018 WK BUX SRT 8.4" W/BUE PCB SRT					
		LINE #48					
	REVISION #13 01/02/2017:	PRODUCTIVITY REDUCTION OF 4% EFFECTIVE					
		1/1/2018					
	REVISION #14 02/19/2018:	LINE ITEMS 44-45-46 CLOSED PARTS OBSOLETE					
	REVISION #15 04/27/2018:	ADD PART X40014000XX FOR A SERVICE ORDER.					
	REVISION #16 10/03/2018:	ADD PART X40013900XX FOR A SERVICE ORDER.					
	REVISION #17 10/19/2018:	ADD SERVICE PART #X40013700XX - LINE 51					
	REVISION #18 01/10/2019:	PRODUCTIVITY REDUCTION OF 4% EFFECTIVE					
		1/1/2019 PER ARTHUR HARISKOS					
	REVISION #19 03/27/2019:	TARIFF IMPACT SETTLEMENT EFFECTIVE 1/1/2019					
	REVISION #20 04/02/2019:	TARIFF IMPACT SETTLEMENT EFFECTIVE 1/1/2019					
		PART NUMBERS MISSED ON REVISION #19					
	REVISION #21 08/29/2019:	TARIFF IMPACT SETTLEMENT EFFECTIVE 9/1/2019					

<p style="text-align: center;"><u>INSTRUCTIONS/REMARKS</u></p> <p style="font-size: 1.5em; font-family: cursive;">Pat Oetow 8/30/2019</p> <p style="text-align: center;">AUTHORIZED SIGNATURE</p>	<p style="text-align: center;"><u>TAX</u></p> <p>TOTAL: XXXXXXXXXX</p> <p style="text-align: center;"><u>CURRENCY</u></p> <p>US FUNDS</p>
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EXHIBIT 2

PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME	PO	NAME
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EXHIBIT 3



ROCHESTER
950 WEST UNIVERSITY DR. SUITE 300
ROCHESTER, MI 48307
248-841-2200 | WWW.MILLER.LAW

Martha J. Olijnyk
mjo@Miller.law

March 16, 2021

VIA ELECTRONIC MAIL AND U.S. MAIL

Mr. Takahiro Kuroda, President (tkuroda@futaba.com)
Mr. Robert Dohring, Senior Automotive Sales Mgr. (rdohring@futaba.com)
Futaba Corporation of America
711 E. State Parkway
Schaumburg, IL 60173

Ms. Denise Krank (Denise.Krank@Avnet.com)
Mr. Dennis Monroe (Dennis.Monroe@Avnet.com)
Avnet
39555 Orchard Hill Pl.
Novi, MI 48375

Ms. Lee-Ann Seymour (lee-ann.seymour@nxp.com)
NXP Semiconductor, Inc.
28125 Cabot Dr.
Novi, MI 48377

Re: Printed Circuit Board Assemblies and Components

Dear Mr. Kuroda, Mr. Dohring, Ms. Krank, Mr. Monroe, and Ms. Seymour:

I represent JVIS-USA, LLC ("JVIS") relating to the issue of lack of timely supply of printed circuit board assemblies and other products and components including, but not limited to, semiconductors. Futaba, Avnet, and NXP have advised that you will not be supplying components and parts to JVIS in the quantities ordered and the timing required by JVIS. The anticipated lack of supply constitutes grounds for insecurity on the part of JVIS and by this letter JVIS demands adequate assurances of performance.

Futaba, Avnet and NXP have all advised that they purportedly have excess demand for product that has resulted in insufficient quantities of components and assemblies to meet JVIS's requirements. However, you have not provided detailed explanation or documentary support for the positions you have taken. As you are aware, JVIS's terms and conditions provide that time is of the essence in the delivery of product to JVIS. (Copy of JVIS-Futaba PO and Terms and Conditions attached.) Further, JVIS has been sending weekly releases at normal levels for the last ten months; it never stopped ordering; and always provided its forecasts for planning purposes.



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JVIS's orders are no surprise to any of you. Currently, JVIS will be out of components on April 11, 2021, and estimates that it will not be able to supply its customer, Stellantis, on or about April 21, 2021. If you do not honor your supply commitments, you will cause JVIS to breach its commitments to its customer and subject JVIS to irreparable harm to its relationship with Stellantis and catastrophic damages.

Your actions give rise to insecurity under Michigan law, MCL § 440.2609 as well as the Uniform Commercial Code 2-609. Given the seriousness of your failure to supply fully and timely and the urgent time-pressure this creates, JVIS demands assurances that each of you will supply timely moving forward for the duration of the parties' Supply Agreement. Such assurances must be provided by Thursday, March 18, 2021 by 11am Eastern. Such assurances must include:

- a. a detailed explanation of the reasons for your respective failures to supply;
- b. a detailed description of your allocations of products to customers, including any changes to those allocations in the past 18 months;
- c. a copy of your contracts and terms and conditions with your customer in this supply chain (i.e. the Avnet-NXP contract and the Futaba-Avnet contract); and
- d. a commitment to the timely and full supply of your goods including a timeline of deliveries.

If parts are not delivered timely, you will be held responsible for all damages suffered by JVIS as a result of your refusal and/or failure to supply parts/components to JVIS in accordance with the parties' agreements.

If JVIS does not receive adequate assurances and the appropriate shipment of assemblies and components, be advised that JVIS will take all necessary legal action to ensure continued supply, recover its damages, and protect its legal rights.

We look forward to your prompt response.

Very truly yours,

THE MILLER LAW FIRM, P.C.

A handwritten signature in black ink, appearing to read 'Martha J. Olijnyk', written over a horizontal line.
Martha J. Olijnyk

cc: Tim Bradley, Esq.
Jack Fuery
Jason Murar

Encl.

**JVIS USA** LLC

P.O. Box 530
Mt. Clemens, MI 48046
PH: 586-884-5832

PURCHASE ORDER

REVISION # 21
SPOT ORDER ☐
BLANKET ORDER ☒

PURCHASE ORDER NO

6672

S U P P L I E R				S H I P - T O			
2117 FUTABA CORPORATION OF AMERICA 3056 MOMENTUM PLACE CHICAGO, IL 60689-5330 <div style="text-align: right;">60689-5330</div>				0683 JVIS USA LLC 52048 Shelby Parkway Shelby Township, MI 48315 <div style="text-align: right;">48315</div>			
TERMS		F.O.B.		SHIP VIA			
NET 45 DAYS		SHIPPING POINT		BEST WAY			
DATE ORDERED 1/01/19	DATE REQUIRED Per Schedule	TAXABLE <input type="checkbox"/>	NON-TAXABLE <input checked="" type="checkbox"/>	FREIGHT CHARGES PREPAID <input checked="" type="checkbox"/> COLLECT <input type="checkbox"/> INVOICE <input type="checkbox"/>			

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
5	X40017300XX	PCB SPORT	.00	EA		EA	
13	X40016600XX	PCB ODD 3 BUTTON	.00	EA		EA	
14	X99040000XX	3 button ATC ECR 092215-0002 X99040000XX	.00	EA		EA	
15	X99041000XX	4 button ATC ECR 092215-0002 X99041000XX	.00	EA		EA	
16	X99042000XX	4 button ATC ECR 092215-0002 X99042000XX	.00	EA		EA	
17	X99043000XX	1 button nonATC ECR 092215-0002 X99043000XX	.00	EA		EA	
18	X99044000XX	2 button nonATC ECR 092215-0002 X99044000XX	.00	EA		EA	
19	X99045000XX	2 button ATC	.00	EA		EA	

INSTRUCTIONS/REMARKSTAX

CONTINUED NEXT PAGE

**JVIS USA**
 LLC Mt. Clemens, MI 48046
 PH: 586-884-5832

PURCHASE ORDER

 REVISION #
 SPOT ORDER
 BLANKET ORDER ☒

PURCHASE ORDER NO

6672

S U P P L I E R				S H I P - T O			
2117 FUTABA CORPORATION OF AMERICA 3056 MOMENTUM PLACE CHICAGO, IL 60689-5330				0683 JVIS USA LLC 52048 Shelby Parkway Shelby Township, MI 48315			
60689-5330				48315			
TERMS		F.O.B.		SHIP VIA			
NET 45 DAYS		SHIPPING POINT		BEST WAY			
DATE ORDERED	DATE REQUIRED	TAXABLE	NON-TAXABLE	PREPAID	FREIGHT CHARGES	COLLECT	INVOICE
1/01/19	Per Schedule	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		ECR 092215-0002 X99045000XX					
20	X99046000XX	3 button ATC ECR 092215-0002 X99046000XX	.00	EA		EA	
21	X99047000XX	4 button ATC ECR 092215-0002 X99047000XX	.00	EA		EA	
22	X99048000XX	4 button ATC ECR 092215-0002 X99048000XX	.00	EA		EA	
35	X40021301XX	PCB 5" 4 BUTTON 2018 WK/WD ICS	.00	EA		EA	
36	X40020901XX	PCB 5" 5 BUTTON 2018 WK/WD ICS	.00	EA		EA	
37	X99144001XX	18 WK 8.4 3 BUTTON AMBER PCB	.00	EA		EA	
38	X40021401XX	PCB 8.4" 4 BUTTON	.00	EA		EA	

INSTRUCTIONS/REMARKSTAX

CONTINUED NEXT PAGE

**JVIS USA**

P.O. Box 530
 LLC Mt. Clemens, MI 48046
 PH: 586-884-5832

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TERMS		F.O.B.		SHIP VIA			
NET 45 DAYS		SHIPPING POINT		BEST WAY			
DATE ORDERED 1/01/19	DATE REQUIRED Per Schedule	TAXABLE <input type="checkbox"/>	NON-TAXABLE <input checked="" type="checkbox"/>	FREIGHT CHARGES PREPAID <input checked="" type="checkbox"/> COLLECT <input type="checkbox"/> INVOICE <input type="checkbox"/>			

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		2016 WK/WD ICS					
39	X40021101XX	PCB 8.4" 5 BUTTON 2018 WK/WD ICS	.00	EA		EA	
40	X40020602XX	PCB 8.4" 5 BUTTON SRT NAFTA ALL BLUE & AMBER ESC	.00	EA		EA	
41	X40020802XX	PCB 8.4" 5 BUTTON SRT BUX ALL BLUE & AMBER FRT & REAR DEFROST & ESC	.00	EA		EA	
42	X40021701XX	PCB 8.4" 6 BUTTON 2018 WK/WD ICS	.00	EA		EA	
43	X40021501XX	PCB 8.4" 7 BUTTON 2018 WK ICS	.00	EA		EA	
47	X99186000XX	PCB 5" 6 BUTTON 2018 WD ICS AMBER X99186000XX	.00	EA		EA	
48	X99192000XX	18 WK BUX 8.4" 4 BUTTON SRT ECR 030617-0001 X99192000XX	.00	EA		EA	

INSTRUCTIONS/REMARKSTAX

CONTINUED NEXT PAGE



JVIS USA LLC

P.O. Box 530
Mt. Clemens, MI 48046
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PURCHASE ORDER

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S U P P L I E R				S H I P - T O			
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TERMS		F.O.B.		SHIP VIA			
NET 45 DAYS		SHIPPING POINT		BEST WAY			
DATE ORDERED	DATE REQUIRED	TAXABLE	NON-TAXABLE	FREIGHT CHARGES			
1/01/19	Per Schedule	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PREPAID <input checked="" type="checkbox"/>	COLLECT <input type="checkbox"/>	INVOICE <input type="checkbox"/>	

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
49	X40014000XX	PCB 8" 3 BUTTON 2015 WD ICS SERVICE X40014000XX	.00	EA		EA	
50	X40013900XX	PCB 8" 2 BUTTON 2015 WD ICS SERVICE X40013900XX	.00	EA		EA	
51	X40013700XX	PCB 5" 2 BUTTON 2015 WD ICS SERVICE X40013700XX	.00	EA		EA	
1. ORDER: Buyer's order for the purchase of any goods or services (the "Items") shall be expressly limited to the written purchase order issued by Buyer and the standard terms and conditions set forth herein. Any additional or different terms proposed by Seller are rejected unless specifically agreed to by Buyer in writing. Seller may accept the order by either: (i) written acknowledgement sent to Buyer or (ii) Seller's supply of the Items and Buyer's acceptance of the Items shall also give rise to an agreement on the terms and conditions stated herein. Buyer may modify these standard terms and conditions by posting the revised terms and conditions on Buyer's website or by sending directly to Seller 2. PRICES: Unless otherwise agreed in writing, prices shall be as stated							

INSTRUCTIONS/REMARKS

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P.O. Box 530
 LLC Mt. Clemens, MI 48046
 PH: 586-884-5832

PURCHASE ORDER

REVISION # 21
 SPOT ORDER
 BLANKET ORDER ☒

PURCHASE ORDER NO
6672

S U P P L I E R				S H I P - T O			
2117 FUTABA CORPORATION OF AMERICA 3056 MOMENTUM PLACE CHICAGO, IL 60689-5330				0683 JVIS USA LLC 52048 Shelby Parkway Shelby Township, MI 48315			
60689-5330				48315			
TERMS		F.O.B.		SHIP VIA			
NET 45 DAYS		SHIPPING POINT		BEST WAY			
DATE ORDERED	DATE REQUIRED	TAXABLE	NON-TAXABLE	FREIGHT CHARGES			
1/01/19	Per Schedule	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PREPAID <input checked="" type="checkbox"/>	COLLECT <input type="checkbox"/>	INVOICE <input type="checkbox"/>	

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		<p>in Buyer's purchase order. The prices stated on the face of the purchase order include, and Seller therefore assumes and agrees to pay, any and all federal, state and/or local taxes applicable to the manufacture, transportation and sale of the Items by Seller to Buyer. The prices also include the packaging and crating and transportation charges to Buyer's facility. No charges will be allowed for transportation, packaging, packing or containers unless specifically stated.</p> <p>Seller represents that the prices charged for the Items covered by the order are the lowest prices charged by Seller to buyers of the same class as Buyer under conditions similar to those specified in the order and that prices comply with applicable government regulations in effect at the time of quotation, sale, and delivery. Seller agrees that any price reduction made in the Items covered by the order subsequent to its placement but prior to payment will be applicable to Buyer's order. Buyer shall have the right to perform financial audits of Seller's books and records to verify the cost and pricing of the Items.</p> <p>Buyer reserves the right to market test any Item being supplied and terminate for cause under Section 6 if Seller is not cost competitive. Service parts will be produced for at least ten years after the end of a program at the last production price.</p> <p>3. DELIVERY: Time is of the essence. Buyer may refuse to accept all or any part of Items which are not received by the time specified, or if no delivery date is fixed, within a reasonable time.</p> <p>Seller shall be responsible for shipment to Buyer's facility, unless otherwise agreed in writing. A packing list shall accompany each shipment.</p>					

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S U P P L I E R				S H I P - T O			
2117 FUTABA CORPORATION OF AMERICA 3056 MOMENTUM PLACE CHICAGO, IL 60689-5330 60689-5330				0683 JVIS USA LLC 52048 Shelby Parkway Shelby Township, MI 48315 48315			
TERMS NET 45 DAYS		F.O.B. SHIPPING POINT		SHIP VIA BEST WAY			
DATE ORDERED 1/01/19	DATE REQUIRED Per Schedule	TAXABLE <input type="checkbox"/>	NON-TAXABLE <input checked="" type="checkbox"/>	FREIGHT CHARGES PREPAID <input checked="" type="checkbox"/> COLLECT <input type="checkbox"/> INVOICE <input type="checkbox"/>			

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		<p>Seller shall send Buyer an original invoice and one duplicate with bill of lading inserted for each shipment. Invoices shall bear a number corresponding to Buyer's purchase order number. Invoices must be received by the Buyer not later than the time the Items ordered arrive at Buyer's facility.</p> <p>All shipments must be packaged and must conform with Buyer's packaging approval so as to permit efficient handling and to provide protection in shipment, and if tendered to a common carrier for delivery, must also conform to the packaging requirements applicable to such carrier. Damage to any articles resulting from improper packaging will be charged to Seller.</p> <p>Weekend, holiday and after hours deliveries may be required by Buyer based on production demands of its customer. Seller will be liable for expedited delivery expense if delivery is not timely made by normal means.</p> <p>4. WARRANTIES: Seller warrants: (i) that the Items conform in all respects with the description, standards and specifications furnished or specified by Buyer and also with any catalogue, manual, or brochure of the Seller; (ii) the Items conform in all respects to any models, samples, drawings or other description presented to Buyer by Seller in connection with such Items, or submitted by Buyer to Seller in connection with such Items; (iii) that the Items are merchantable, fit for the purposes for which such Items are intended, free from defects of workmanship and materials; (iv) that Seller has good title to such Items and (v) that Seller has and will in the future comply with all applicable federal, state and local laws, rules and regulations. These express warranties shall not</p>					

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PURCHASE ORDER

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PURCHASE ORDER NO
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S U P P L I E R				S H I P - T O			
2117 FUTABA CORPORATION OF AMERICA 3056 MOMENTUM PLACE CHICAGO, IL 60689-5330 60689-5330				0683 JVIS USA LLC 52048 Shelby Parkway Shelby Township, MI 48315 48315			
TERMS		F.O.B.		SHIP VIA			
NET 45 DAYS		SHIPPING POINT		BEST WAY			
DATE ORDERED 1/01/19	DATE REQUIRED Per Schedule	TAXABLE <input type="checkbox"/>	NON-TAXABLE <input checked="" type="checkbox"/>	FREIGHT CHARGES PREPAID <input checked="" type="checkbox"/> COLLECT <input type="checkbox"/> INVOICE <input type="checkbox"/>			

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		<p>limit those warranties which are implied by applicable law and Seller may not disclaim such implied warranties.</p> <p>Seller will comply with all requirements set forth in Buyer's Supplier Quality Manual. Seller may access the latest version of the Manual on Buyer's website or request a written copy from Buyer.</p> <p>Seller agrees to comply with any customer requirements that Buyer is subject to which relate to the Items. Seller shall indemnify and defend Buyer for all claims and expenses that are in any way related to issues with the Items provided by Seller including, but not limited to, product liability claims and recalls and costs of sorting, testing and inspection.</p> <p>5. INSPECTION: Buyer shall have the right to inspect and test all Items, including supplies, special tooling, materials and workmanship to the extent practicable at all times and places, including during the period of manufacture. Seller shall also provide and maintain an adequate inspection system. If any Items delivered or services rendered hereunder are defective in material or workmanship (or otherwise not in conformity with the requirements of the order),</p> <p>Buyer shall have the right, notwithstanding payment or any prior inspection or test, either to reject and/or revoke acceptance and return said Items to require its correction and/or or recover damages in accordance with applicable law including Article 2 of the Uniform Commercial Code. Any work which is required shall be corrected by and at the expense of Seller promptly after notice. Property which is rejected or required to be corrected shall be removed (if permitted or required by Buyer) or corrected in place, by and at the expense of Seller promptly after</p>					

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PURCHASE ORDER

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S U P P L I E R				S H I P - T O			
2117 FUTABA CORPORATION OF AMERICA 3056 MOMENTUM PLACE CHICAGO, IL 60689-5330 60689-5330				0683 JVIS USA LLC 52048 Shelby Parkway Shelby Township, MI 48315 48315			
TERMS NET 45 DAYS		F.O.B. SHIPPING POINT		SHIP VIA BEST WAY			
DATE ORDERED 1/01/19	DATE REQUIRED Per Schedule	TAXABLE <input type="checkbox"/>	NON-TAXABLE <input checked="" type="checkbox"/>	FREIGHT CHARGES PREPAID <input checked="" type="checkbox"/> COLLECT <input type="checkbox"/> INVOICE <input type="checkbox"/>			

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		<p>notice. If the Seller fails promptly to remove such property which is requested to be removed or promptly to replace or correct such property if correction or replacement is requested, Buyer shall have the right to (i) replace or correct such Item and charge to Seller the increased cost occasioned by Buyer thereby, or (ii) effect a termination for cause. Seller assumes the risk of damage to or loss of and all handling and transportation costs for defective property delivered hereunder. Buyer's inspection, discovery of any breach of warranty, failure to make an inspection or failure to discover any breach of warranty shall not waive any of Buyer's rights or remedies with respect to any breach of warranty by Seller whatsoever.</p> <p>Acceptance shall not remove or divert Buyer's rights or diminish Seller's responsibility for latent defects. Buyer shall have the right to debit any charges against amounts owed by Buyer to Seller. Any defective Items which are not sold to Buyer or are returned to Seller shall only be disposed of as scrap by Seller for material content.</p> <p>6. TERMINATION: (a) Buyer may terminate an order without cause or for any reason whatsoever by written or electronic notice at any time. Buyer's only liability shall be with respect to those Items which are the subject of firm release orders submitted by Buyer and reasonable raw material and work in process expenses which Buyer directly authorized Seller to incur. In no case shall Seller have a claim for any other costs or expenses, including lost profits, overhead, facilities, machinery, equipment or engineering design and development unless a separate written agreement has been entered into covering such items. Seller shall submit its termination</p>					

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TERMS		F.O.B.		SHIP VIA			
NET 45 DAYS		SHIPPING POINT		BEST WAY			
DATE ORDERED	DATE REQUIRED	TAXABLE	NON-TAXABLE	PREPAID	FREIGHT CHARGES	COLLECT	INVOICE
1/01/19	Per Schedule	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		<p>claims within thirty (30) days after the notice of termination is given. The provisions contained in this section shall not limit or affect Buyer's right to terminate the order for cause.</p> <p>b) Buyer may terminate the order for cause if Seller fails to meet the quality and delivery requirements of Buyer, or otherwise fails to observe or comply with any of the other instructions, terms, conditions or warranties applicable to the order or fails to make progress so as to endanger performance of the order or in the event of any proceedings by or against Seller in bankruptcy or insolvency or proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors.</p> <p>. In such event, Buyer may, in addition to any other right or remedy provided by the order or by law, terminate all or any part of the order by written or electronic notice to Seller without any liability of Buyer to Seller on account thereof.</p> <p>Buyer may require a financial statement from Seller at any time during the term of the order for the purpose of determining Seller's financial responsibility and failure to provide will be cause for termination.</p> <p>7. PRODUCTION ORDER: If the order is designated a blanket parts order, it shall only be binding upon Buyer for Items designated to Seller in firm release orders to be submitted from time to time in the future. If no quantity is stated, the order is for all of Buyer's requirements of the Items while the order is in effect and Seller shall have the capacity to meet the peak volume demands of Buyer.</p> <p>Estimated volumes may be provided by Buyer for production programs, although Buyer does not commit to purchase the estimated quantity</p>					

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S U P P L I E R				S H I P - T O			
2117 FUTABA CORPORATION OF AMERICA 3056 MOMENTUM PLACE CHICAGO, IL 60689-5330				0683 JVIS USA LLC 52048 Shelby Parkway Shelby Township, MI 48315			
60689-5330				48315			
TERMS		F.O.B.		SHIP VIA			
NET 45 DAYS		SHIPPING POINT		BEST WAY			
DATE ORDERED 1/01/19	DATE REQUIRED Per Schedule	TAXABLE <input type="checkbox"/>	NON-TAXABLE <input checked="" type="checkbox"/>	FREIGHT CHARGES PREPAID <input checked="" type="checkbox"/> COLLECT <input type="checkbox"/> INVOICE <input type="checkbox"/>			

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		Unless otherwise stated, blanket parts orders are for the life of the program subject to the provisions of these terms and conditions. 8. INFRINGEMENT INDEMNITY: Seller hereby agrees to defend, indemnify and hold Buyer, its successors, assigns, agents, customers, and users of the Items harmless from and against loss, damage or liability including costs and expenses which may be incurred on account of any suit, claim, judgment, or demand involving infringement or alleged infringement of any patents, trademarks, copyrights, trade secrets, licenses or other rights of third parties by the manufacture, use, sale and/or disposition of any Items supplied hereunder. If Buyer is providing specifications, Seller waives any rights it might have pursuant to Section 2-312 of the Uniform Commercial Code. 9. ASSIGNMENT: Neither the order nor any rights or obligations created herein may be assigned by Seller nor may Seller subcontract the performance of its duties without Buyer's prior written consent. The terms and conditions of the order shall bind any permitted successors and assigns of Seller. Any consent by Buyer to assignment shall not release Seller from its liability or be deemed to waive Buyer's right to recoupment and/or set off of claims arising out of the order or any other transactions with Seller, its divisions, affiliates or subsidiaries or to settle or adjust matters with Seller without notice to permitted successors and assigns. 10. CHANGES: Buyer may at any time, by written notice, make changes in the specifications, designs or drawings, samples or other descriptions to which the Items are to conform, in methods of shipment and packaging, or place of delivery. If any such change causes an increase or decrease in the cost					

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60689-5330				48315			
TERMS		F.O.B.		SHIP VIA			
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ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		<p>of, or the time required for, the performance of any part of the work under the order, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the order modified in writing accordingly. Any claim by Seller for an adjustment must be made in writing immediately upon receipt of any such notice, provided however, that Buyer may in its discretion, receive and act upon any such claim so made at any time prior to final payment under the order. Nothing in this clause shall excuse the Seller from proceeding without delay to perform the order as changed.</p> <p>11. PROPRIETARY RIGHTS: Other than for the performance of Buyer's order, Seller shall not reproduce, use or disclose any data, specifications, designs, drawings, pricing or other information (including customer owned information) belonging to or supplied by or on behalf of Buyer to Seller. All manifestations of the foregoing shall be returned to Buyer upon completion of Seller's obligations and duties. Any information which Seller discloses to Buyer regarding or which is incorporated into the the design, manufacture, sale or use of the Items shall be deemed disclosed as part of consideration paid for the Items and Buyer shall be entitled to reproduce, use and disclose the same under an irrevocable royalty-free license.</p> <p>12. BUYER'S PROPERTY: All property used by Seller in connection with the order which is owned, furnished, charged to or paid for by Buyer or its customer, including but not limited to materials, tools, dies, jigs, molds, patterns, fixtures, equipment, drawings and other technical information, specifications, and any replacement thereof shall be and remain the</p>					

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1/01/19	Per Schedule	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PREPAID <input checked="" type="checkbox"/>	COLLECT <input type="checkbox"/>	INVOICE <input type="checkbox"/>	

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		<p>property of Buyer subject to removal and inspection by Buyer at any time without cost or expense to Buyer and Buyer shall have free access to Seller's premises for the purpose of inspecting or removing such property. All such property shall be identified and marked as Buyer's property, used only for the order and adequately insured by Seller at its expense for Buyer's protection. Seller shall assume all liability for and maintain and repair such property and return the same to Buyer in its original condition, reasonable wear and tear excepted. Seller agrees not to claim any statutory, equitable or other liens on Buyer's property.</p> <p>13. GENERAL: (a) The rights and remedies provided herein shall be cumulative and shall not be exclusive of but shall be in addition to any any other rights remedies and benefits provided herein or allowed by applicable law. (b) Waiver by Buyer of a breach of any provision shall not be deemed a waiver of future compliance and such provision shall remain in full force and effect. (c) The order and the rights and obligations of the parties hereunder shall be governed by and construed pursuant to the laws of the State of Michigan without giving effect to conflicts of laws principles. The United Nations Convention for the International Sales of Goods shall not apply.</p> <p>(d) If Seller is located in the U.S.A., Seller consents to the exclusive jurisdiction of the federal and state courts in the State of Michigan to hear any dispute arising out of or in connection with the order and consents that any such action may be brought in the Circuit Court for the County of Macomb or the District Court for the 41A Judicial District. If Seller is located outside of the U.S.A., binding arbitration before one</p>					

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60689-5330				48315			
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1/01/19	Per Schedule	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PREPAID <input checked="" type="checkbox"/>	COLLECT <input type="checkbox"/>	INVOICE <input type="checkbox"/>	

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		<p>arbitrator under the rules of the American Arbitration Association shall be held in the State of Michigan in the English language. (e) The invalidity of any provision shall not invalidate the balance of the invalid provision or any other provision. (f) The order, including the terms and conditions on the face and those set forth herein, contains the complete and final agreement between Buyer and Seller and except as otherwise provided herein, no other proposed terms or agreement in any way modifying such terms and conditions will be binding on Buyer unless made in writing and signed by Buyer's authorized representative. The specific terms of any supply, distribution or other agreement shall control over these standard terms if there is any inconsistency.</p> <p>* WHERE APPLICABLE SUPPLIERS ARE TO MEET AND SUPPORT THE FOLLOWING:</p> <p>A) THE JVIS MFG PURCHASE ORDER NUMBER MUST BE NOTED ON ALL SHIPPING AND INVOICING DOCUMENTATION FOR PROPER PAYMENT. INVOICES ARE TO BE MAILED TO: JVIS MANUFACTURING LLC P.O. BOX 530 MT. CLEMENS, MI 48046</p> <p>B) 100% ON TIME DELIVERY AND A GOAL OF ZERO PPM'S</p> <p>C) THE SUPPLIER MUST BE CERTIFIED TO ONE OF THE FOLLOWING QUALITY SYSTEM STANDARDS: TS16949 OR THE LATEST EDITION OF ISO 9001.</p> <p>D) ALL CONTAINERS MUST HAVE AN APPROVED AIAG LABEL REFERENCING THE JVIS MFG PART NUMBER, PURCHASE ORDER NUMBER, LOT OR BATCH NUMBER,</p>					

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60689-5330				48315			
TERMS		F.O.B.		SHIP VIA			
NET 45 DAYS		SHIPPING POINT		BEST WAY			
DATE ORDERED 1/01/19	DATE REQUIRED Per Schedule	TAXABLE <input type="checkbox"/>	NON-TAXABLE <input checked="" type="checkbox"/>	FREIGHT CHARGES PREPAID <input checked="" type="checkbox"/> COLLECT <input type="checkbox"/> INVOICE <input type="checkbox"/>			

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		<p>QUANTITY AND DESCRIPTION. CONTAINERS WITHOUT CORRECT AIAG LABEL DESCRIPTION. CONTAINERS WITH OUT CORRECT AIAG LABEL WILL BE CONSIDERED NON-CONFORMING.</p> <p>E) ALL NON-CONFORMING PRODUCT MUST BE DISPOSITIONED WITHIN 48 HOURS OF INITIAL NOTIFICATION.</p> <p>F) AT JVIS MFG OPTION PRODUCTS NEEDING TO BE SORTED DUE TO NON-CONFORMANCE WILL BE SORTED BY VENDOR AT THEIR PREMISES. SHOULD SORTING BE REQUIRED BY JVIS MANUFACTURING PERSONAL, A CHARGE OF [REDACTED] PER HOUR WILL BE BE APPLIED.</p> <p>G) LEVEL 3 PPAP APPROVAL IS REQUIRED PRIOR TO SHIPMENT OF PRODUCTION PARTS/ MATERIALS.</p> <p>H) SUPPLIERS ARE REQUIRED TO ADHERE TO THE REQUIREMENTS DETAILED IN THE SUPPLIER QUALITY MANUAL ACCESSIBLE AT WWW.JVISUSALLC.COM.</p> <p>I) WHERE APPLICABLE, A NAFTA CERTIFICATE OF ORIGIN IS TO BE SUBMITTED PRIOR TO THE FIRST SHIPMENT OF PRODUCT AND ANNUALLY THEREAFTER.</p> <p>J) SUPPLIER IS REQUIRED TO SUPPORT SERVICE PARTS REQUIREMENTS FOR 10 YEARS BEYOND PRODUCTION BUILD-OUT AT PRODUCT PIECE PRICE.</p> <p>K) ALL PURCHASED PRODUCT SHALL CONFORM TO THE APPLICABLE REGULATORY REQUIREMENTS INCLUDING BUT NOT LIMITED TO MSDS & IMDS. PRODUCTION SUPPLIERS MUST INCLUDE PROOF OF IMDS DATA SUBMISSION WITH ANY PPAP PACKAGE FOR FULL ACCEPTANCE AND APPROVAL (IMDS#65433)</p> <p>L) JVIS AND ITS CUSTOMERS SHALL BE AFFORDED THE RIGHT TO VERIFY THE SUPPLIER'S PRODUCTS, PROCESSES AND SYSTEMS AT JVIS OR SUPPLIER'S LOCATION(S).</p> <p>M) SHIPMENTS LESS THAN 100 LBS ARE TO SHIP VIA FEDEX GROUND.</p>					

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TERMS		F.O.B.		SHIP VIA			
NET 45 DAYS		SHIPPING POINT		BEST WAY			
DATE ORDERED 1/01/19	DATE REQUIRED Per Schedule	TAXABLE <input type="checkbox"/>	NON-TAXABLE <input checked="" type="checkbox"/>	FREIGHT CHARGES PREPAID <input checked="" type="checkbox"/> COLLECT <input type="checkbox"/> INVOICE <input type="checkbox"/>			

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
	*	Revision #1 03/09/2016: Added new part numbers for the LD/LX/LA MY2017					
	REVISION #2	04/21/2016: PRODUCTIVITY REDUCITON IN LINE WITH SOURCING AGREEMENT FOR 2016 EFFECTIVE APRIL 15, 2016 LINE ITEMS 13 THRU 22					
	REVISION #3	09/14/2016: PCB'S TRANSFERRED FROM BENTON HARBOR TO JVIS SHELBY DUE TO THE WK/WD ICS LINE MOVE. LINE ITEMS 23 THRU 31 EFFECTIVE OCTOBER 16, 2016 PER CN-60632-J32					
	REVISION #4	09/21/2016: ADD X40020501XX & X40020701XX TRANSFERRED FROM BH TO JVIS SHELBY DUE TO WK/WD ICS LINE MOVE. LINE ITEMS 32 & 33 EFFECTIVE OCTOBER 16, 2016 PER CN-60632-J32					
	REVISION #5	10/25/2016: ENCODER REDUCTION IN LINE WITH CUSTOMER AGREEMENT					
	REVISION #6	12/02/2016: ADD X99144000XX PER ECR #111016-0001 LINE ITEM 34					
	REVISION #7	01/01/2017: PRODUCTIVITY REDUCTION EFFECTIVE JANUARY 1, 2017					
	REVISION #8	01/05/2017: PRICE CORRECTION ON PART #X99144000XX - LINE #34					
	REVISION #9	02/28/2017: REVISE PRICING ON PART #X40017300XX LINE #5					

INSTRUCTIONS/REMARKS	TAX
CONTINUED NEXT PAGE	



JVIS USA LLC

P.O. Box 530
Mt. Clemens, MI 48046
PH: 586-884-5832

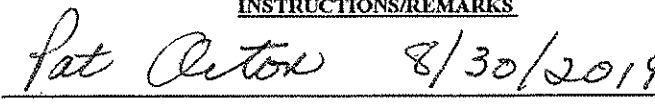
PURCHASE ORDER

REVISION # 21
SPOT ORDER
BLANKET ORDER ☒

PURCHASE ORDER NO
6672

S U P P L I E R				S H I P - T O			
2117 FUTABA CORPORATION OF AMERICA 3056 MOMENTUM PLACE CHICAGO, IL 60689-5330				0683 JVIS USA LLC 52048 Shelby Parkway Shelby Township, MI 48315			
60689-5330				48315			
TERMS		F.O.B.		SHIP VIA			
NET 45 DAYS		SHIPPING POINT		BEST WAY			
DATE ORDERED 1/01/19	DATE REQUIRED Per Schedule	TAXABLE <input type="checkbox"/>	NON-TAXABLE <input checked="" type="checkbox"/>	PREPAID <input checked="" type="checkbox"/>	FREIGHT CHARGES COLLECT <input type="checkbox"/>	INVOICE <input type="checkbox"/>	

ITEM	PART NUMBER	DESCRIPTION	QTY ORDERED	ORD U/M	UNIT PRICE	PRC U/M	AMOUNT
		TO MATCH THE RFQ					
	REVISION #10 03/13/2017:	PART NUMBER BUMP DUE TO ECN #020117-0001					
		LINE ITEMS 35 - 46					
	REVISION #11 03/23/2017:	NEW PCB ADDED FOR 2018 WD PER ECR #021317-0001					
		LINE 47					
	REVISION #12 03/30/2017:	ADD 2018 WK BUX SRT 8.4" W/BUE PCB SRT					
		LINE #48					
	REVISION #13 01/02/2017:	PRODUCTIVITY REDUCTION OF 4% EFFECTIVE					
		1/1/2018					
	REVISION #14 02/19/2018:	LINE ITEMS 44-45-46 CLOSED PARTS OBSOLETE					
	REVISION #15 04/27/2018:	ADD PART X40014000XX FOR A SERVICE ORDER.					
	REVISION #16 10/03/2018:	ADD PART X40013900XX FOR A SERVICE ORDER.					
	REVISION #17 10/19/2018:	ADD SERVICE PART #X40013700XX - LINE 51					
	REVISION #18 01/10/2019:	PRODUCTIVITY REDUCTION OF 4% EFFECTIVE					
		1/1/2019 PER ARTHUR HARISKOS					
	REVISION #19 03/27/2019:	TARIFF IMPACT SETTLEMENT EFFECTIVE 1/1/2019					
	REVISION #20 04/02/2019:	TARIFF IMPACT SETTLEMENT EFFECTIVE 1/1/2019					
		PART NUMBERS MISSED ON REVISION #19					
	REVISION #21 08/29/2019:	TARIFF IMPACT SETTLEMENT EFFECTIVE 9/1/2019					

<u>INSTRUCTIONS/REMARKS</u>  AUTHORIZED SIGNATURE	TAX
	TOTAL: XXXXXXXXXX
	<u>CURRENCY</u> US FUNDS